

27D03-1804-CC-000189

**Grant Superior Court 3**

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Carolyn Mowery  
Clerk  
Grant County, Indiana

STATE OF INDIANA ) IN THE GRANT COUNTY SUPERIOR COURT  
COUNTY OF GRANT ) SS:  
 ) CAUSE NO.: 27D\_\_\_ - 1804-CC-\_\_\_\_\_

ARCD, LLC  
Plaintiff,  
vs.

MERIDIAN SECURITY INSURANCE CO.,  
d/b/a STATE AUTO INSURANCE  
COMPANIES,  
Defendant.

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)  
) TRIAL BY JURY IS DEMANDED  
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### COMPLAINT

COMES now the Plaintiff, ARCD, LLC, by counsel, and files its Complaint against the Defendant, Meridian Security Insurance Company d/b/a State Auto Insurance Companies, as follows:

## I. PARTIES

1. The Plaintiff, ARDC, LLC, is a Wyoming limited liability company with its principal place of business located at 2214 Meade Ave., San Diego, CA 92116.
2. The Defendant, Meridian Security Insurance Company d/b/a State Auto, is a corporation doing business in the state of Indiana as a Domestic Insurance Corporation, ID#194523-137, with its principal office address: P.O. Box 1980, Indianapolis, IN 46206. Its Registered Agent is Sue Bowron-White.

## II. BACKGROUND

3. On April 14, 2015, the Defendant issued a policy of insurance on a building owned by the Plaintiff, located at 3310 S. Nebraska, St., Marion, IN 46953. A copy of the insurance policy is attached hereto as **Exhibit A**.
4. On or about 2:00 a.m. on the 13<sup>th</sup> of November, 2015, while the policy was in full force and effect, the building collapsed.
5. The total amount of insurance on the property was for \$162,240, with a \$1,000 deductible.
6. The Actual Cost Value of the loss was \$328,995.

**III. COUNT I - BREACH OF CONTRACT**

7. Paragraphs 1 through 6 are repeated herein verbatim.
8. The Plaintiff is owed \$161,140 pursuant to the policy of insurance issued by the Defendant, all conditions precedent to payment having been fully satisfied.
9. The Defendant has breached its contract of insurance with the Plaintiff.
10. The Defendant wrongfully refused to pay the monies owed the Plaintiff.

**IV. COUNT II – BAD FAITH**

11. Paragraphs 1 through 10 are repeated herein verbatim.
12. The Defendant has acted in bad faith in its refusal to pay Plaintiff for its loss.
13. The Defendant has acted with ill will, malice or reckless disregard of the rights of the Plaintiff.
14. The Plaintiff is entitled to recover punitive damages.

**PRAYER FOR RELIEF**

The Plaintiff, respectfully, requests that judgment be entered against the Defendant in an amount to fairly compensate it, in addition to prejudgment interest, punitive damages, attorney's fees, court costs, and all other appropriate relief.

**TRIAL BY JURY DEMANDED**

Respectfully submitted,

/s/ David A. Anderson

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